

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:

TERRILL L. BROWN
Fka TERRILL MCBRIDE
XXX-XX-2650

Debtor.

: CHAPTER 13
: CASE NO. 24-12703-PMM

BRAVO RESIDENTIAL FUNDING
TRUST 2022-RPL1

Movant,

v.

TERRILL L. BROWN
Fka TERRILL MCBRIDE

: Hearing Date: April 16, 2025 at 1:00 p.m.

Debtor,

And

KENNETH E. WEST,
Trustee,

Respondents.

**MOTION OF BRAVO RESIDENTIAL FUNDING TRUST 2022-RPL1 FOR RELIEF
FROM THE AUTOMATIC STAY TO PERMIT MOVANT TO EXERCISE ITS RIGHTS
UNDER STATE LAW AGAINST CERTAIN REALTY KNOWN AS 178 WEST
CHELTENHAM AVENUE, PHILADELPHIA, PENNSYLVANIA 19120**

Movant, by its Attorneys, Romano Garubo & Argentieri, Emmanuel J. Argentieri,
Esquire appearing, hereby requests a modification of the automatic stay and leave so it can exercise
its rights under state law against certain realty and avers as follows:

1. Movant is Bravo Residential Funding Trust 2022-RPL1, (hereinafter "Movant").

2. On March 20, 2007, Terrill L. McBride executed a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. as Nominee for Cardinal Financial Company against the property known as 178 West Cheltenham Avenue, Philadelphia, Pennsylvania 19120, ("Subject Property") in which the Debtor is the title holder. The mortgage was the assigned various times. Ultimately, on May 12, 2023, said mortgage was assigned to Movant. **See attached subject note, mortgage and assignments, attached hereto.**

3. Debtor's Chapter 13 petition was filed August 2, 2024. Debtor's monthly post-petition payment amount is \$1,048.08.

4. Debtor should have made (7) seven payments outside of the plan since the date of filing petition.

5. Since the date of filing, Debtor has only made (4) four post-petition mortgage payments to Movant.

6. Debtor is behind (3) three payments outside the plan, through the payment due March 1, 2025.

7. The total amount of delinquency outside the plan is \$2,230.69
The amount is computed in the following manner:

3 times payment of \$1,048.08 (01/01/2025- 03/01/2025)
(Less suspense balance of -\$913.55)

Each Monthly Payment is comprised of:

Principal and Interest.....	\$655.09
Escrow.....	\$392.99
TOTAL.....	<u>\$1,048.08</u>

8. Pursuant to the foregoing, Movant is entitled to relief from the automatic stay due to the foregoing default and because:

(a) Adequate protection of the interest of Movant is lacking; and

(b) The collateral is not and cannot be a part of an effective reorganization.

Accordingly, Movant is entitled to relief from the automatic stay under 11 *U.S.C.* §362(d)(1) and/or (2).

9. Movant has cause to have the Automatic Stay modified as to permit Movant to commence foreclosure on its mortgage.

10. Movant has had to incur legal fees as a result of the prosecution of this Motion.

11. Movant has cause to have relief from the Automatic Stay effective immediately and such relief should not be subject to the fourteen-day period set forth in Bankruptcy Rule 4001(a)(3), as Movant will incur substantial additional costs and expenses by the imposition of said fourteen-day period.

12. The other Respondent is the Chapter 13 Trustee appointed in the above-captioned chapter 13 proceeding.

WHEREFORE, Movant respectfully requests that the Court enter an Order which grants it relief from the Automatic Stay, along with all other relief the Court deems just and equitable under the circumstances.

Dated: March 13, 2025

By: /s/EMMANUEL J. ARGENTIERI
EMMANUEL J. ARGENTIERI

PA ATTORNEY ID NO. 59264
Attorneys for: Movant

ROMANO GARUBO & ARGENTIERI
Emmanuel J. Argentieri, Esquire
52 Newton Avenue, P.O. Box 456
Woodbury, New Jersey 08096